

BID FORM**MISSOURI DEPARTMENT OF TRANSPORTATION**

PROCUREMENT D10
2675 N. Main - P. O. Box 160
Sikeston, MO 63801

REQUEST NO.	B10-10270-TB
DATE	October 22, 2009
PAGE NO.	1
NO. OF PAGES	23

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL

1:00 PM CST November 12, 2009

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered
See Attachment for locations and specifications.

DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS SHOULD
BE EXTENDED AND TOTALED.**

BUYER: Tammy Baker

BUYER TELEPHONE: 573-472-5369

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	See Attached bid documents.					
VENDOR NOTE: The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT).						

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted according to the requirements herein.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

Form E-103 (Rev. 11-04)

**Uniform Rental, Cleaning and Maintenance Services
B10-10270-CM**

I. GENERAL DESCRIPTIONS & BACKGROUND

Background: The Missouri Department of Transportation (MoDOT) operates under a decentralized organization with headquarters in Jefferson City, and is governed by the MHTC, a six (6) member bi-partisan Commission appointed by the Governor. The Central Office provides staff assistance and functional control for the various departmental tasks in ten (10) geographical districts. Each district contains approximately ten percent (10%) of the total road mileage in the state highway system.

MoDOT employs approximately 6,300 full-time employees. About eighty percent (80%) of those employees work in the ten (10) districts with the remainder working in the various functional units of the Central Office. Approximately 1,300 of these employees are supervisors.

District Location	Current Employees in Uniform Program
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District 10	240
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Fiscal Year: The fiscal year runs from July 1-June 30.

Contract Period: January 1, 2010 – December 31, 2013.

Renewals: The MHTC shall have the right, at its sole option, to renew the contract for one (1) additional three-year period, or any portion thereof. In the event the MHTC exercises such right, all terms and conditions, requirements and specifications of the contract, including all prices, shall remain the same and apply during the renewal period. As part of each potential renewal, the Contractor must completely replace all of the uniforms statewide no matter how long each individual employee has had the uniform(s).

II. SCOPE OF WORK

Services: The Bidder shall provide uniform rental, cleaning and maintenance services in accordance with the requirements and specifications stated herein.

The Contractor shall provide Uniform Rental, Cleaning and Maintenance Services for the delivery locations identified in Appendix A in accordance with the requirements and specifications stated herein. MoDOT reserves the right to terminate this service contract, if agreement is not reached between MoDOT and the Bidder.

Specific Requirements: The Bidder will provide the General Services Procurement Unit with one (1) original bid document which will include the following:

Delivery:

- a. The Contractor shall maintain weekly delivery to the locations identified in "Appendix A - MoDOT Uniform Delivery Locations" and incorporated herein. The Contractor is to note the physical locations in Appendix A are approximate. All delivery locations are identified as "Mandatory" and require weekly delivery.
- b. All garments picked up one week must be returned the following week. In addition, any garment not returned within two (2) weeks shall be considered lost, and the Contractor shall replace the garment prior to the next semi-monthly payment.
- c. Locations may be added and/or deleted as agreed upon by MHTC. Locations may be relocated to new geographical areas. The Contractor shall take the aforementioned additions, deletions and relocations into consideration as part of the rental price for each garment. No additional payment shall be made.
- d. The number of employees shown at each location is approximate. This program is not mandatory. The number of employees that participate in this program may vary.
- e. Some locations outlined in Appendix A do not typically receive deliveries due to the type of work performed by this agency. The Contractor must coordinate with each district and/or unit regarding the scheduled time for delivery at each location where there is a risk that staff may not be present to receive deliveries. When it is necessary for the driver to deviate from the agreed upon delivery schedule, the driver must contact a representative from the respective delivery location. MoDOT prefers an early morning delivery schedule for the smaller delivery locations. Employees at these locations are on site briefly and then are in the field for the remainder of the day. Every effort will be made to have a MoDOT receiver on site, however, this is not guaranteed.

2. Garments:

- a. Employees participating in this program will have the choice of the following Contractor(s) owned and distributed uniform items.
- b. Short Sleeve Uniform Shirts: 100% cotton or a polyester/cotton blend (to be chosen by the employee) in a light blue color and constructed with a button and/or snap front (to be selected by the employee) and two (2) patch breast pockets. The polyester cotton blend shall be anywhere from sixty to sixty-five percent (60-65%) polyester and thirty-five to forty (35-40%) cotton.
- c. Long Sleeve Uniform Shirts: 100% cotton or a polyester/cotton blend (to be chosen by the employee) in a light blue color and constructed with a button and/or snap front (to be selected by the employee) and two (2) patch breast pockets. The polyester cotton blend shall be anywhere from sixty to sixty-five percent (60-65%) polyester and thirty-five to forty (35-40%) cotton.
- d. Short Sleeve Uniform Shirts: HI-VISIBILITY material that meets ANSI/ISEA 107-2004 Standard for Class II or Class III Safety Apparel (to be chosen by the employee). Constructed with a button and/or snap front (to be selected by the employee) and two (2) patch breast pockets.

- e. Long Sleeve Uniform Shirts: HI-VISIBILITY material that meets ANSI/ISEA 107-2004 Standard for Class II or Class III Safety Apparel (to be chosen by the employee). Constructed with a button and/or snap front (to be selected by the employee) and two (2) patch breast pockets.
- f. Coveralls: Coveralls must be dark blue in color and able to fit over safety boots/shoes. Coveralls must be available in both a polyester/cotton blend as well as a 100% cotton fabric for the unit prices bid. Coveralls constructed from a polyester/cotton blend shall be anywhere from sixty to sixty-five percent (60-65%) polyester and thirty-five to forty (35-40%) cotton.
- g. Uniform Trousers: Trousers must be available in both a polyester/cotton blend as well as a 100% cotton fabric for the unit prices bid and shall be dark blue in color. Trousers constructed from a polyester/cotton blend shall be anywhere from sixty to sixty-five percent (60-65%) polyester and thirty-five to forty percent (35-40%) cotton. Additionally, the silhouette should be a Boot Flare and must fit over a safety boot/shoe.
- h. Denim Jeans: Employees may select the denim jean color suitable to them and available from the Contractor(s).
- i. Jackets: Jackets must be dark blue in color with a zipper from the collar to the bottom hemline. The jackets shall be a polyester/cotton blend constructed from a polyester/cotton blend shall be anywhere from sixty to sixty-five percent (60-65%) polyester and thirty-five to forty percent (35-40%) cotton. The jackets shall include two (2) lower inset seam pockets on the front with a patch pocket on the left sleeve.
- j. **Samples must be submitted with the bid documents.** Samples shall be for the exact material, quality, workmanship, style, and color of the garments proposed to be furnished. Failure to comply with this requirement will eliminate your bid from further consideration. The following samples must be submitted with your bid document in order to be considered responsive:
 - 1. Short sleeve 100% cotton or a polyester/cotton
 - 2. Long sleeve polyester/cotton blend
 - 3. Short Sleeve HI-VISIBILITY
 - 4. Long Sleeve HI-VISIBILITY
 - 5. Trousers — 100% cotton
 - 6. Trousers — 100% polyester/cotton blend
 - 7. Repair bag for employees to place items needing repairs

- k. All garments provided and distributed by the Contractor(s) shall remain the property of the Contractor(s). The Contractor(s) must provide new garments to all employees beginning participation in the program within the first sixty (60) calendar days of the implementation period within the given district. After the first sixty-day implementation period has passed, any employee who joins the program will be provided garments of equal quality to those of their fellow employees. The garments provided by the Contractor(s) must be acceptable to the participating employees.
- l. Each clothing item provided by the Contractor(s) shall have a laundry mark or other identification device for the purpose of identifying each article of clothing for the individual employee.
- m. Employees shall choose the type of uniform garments to be supplied at the time of enrollment in the program.

3. Cleaning Requirements:

- a. The Contractor(s) shall launder garments to the highest industry standards with hypoallergenic detergents which will not degrade the wicking ability of the t-shirt material on a weekly basis. Uniforms not cleaned to the satisfaction of the employee shall be returned to the Contractor(s) for re-cleaning until the uniforms are cleaned to the employees' satisfaction. The Contractor(s) shall not assess a charge for uniforms returned for re-cleaning.

4. Repairs:

- a. The Contractor(s) shall be responsible for the repair of all damage to the rental garments. Garments shall be maintained in a constant state of superior condition, with buttons and snaps securely attached and missing buttons and snaps replaced. Final determination shall rest with the District Engineer/Division Director or his/her assignee. When needed repairs are brought to the attention of the Contractor(s), said problems shall be expeditiously remedied and the garment returned as part of the next delivery throughout the life of the contract and regardless of any pending expiration date. The Contractor(s) shall not charge for uniforms that are returned for repair necessitated by normal wear and tear. Failure of the Contractor(s) to repair garments to a satisfactory condition or provide a replacement shall be cause to withhold the next semi-monthly payment until the repair is accomplished.
- b. The Contractor(s) shall provide, at a minimum, five (5) identifiable bags to each delivery location listed in Appendix A of this bid which has employees participating in the uniform program. These bags must include closing ability on it and must NOT be a paper or plastic bag. The bags must be identifiable by color or label, with capability of closure to be used for placing uniforms that need to be repaired in. These bags will be used for employees requesting a repair to place their repair items

in when needing a repair. **A sample of your company's repair bag must be submitted with your bid.** The bags may have a repair checklist on them for each individual piece of clothing, or one large bag may be used for employees to continue tagging their repair items and then place the repair item in one large bag with other repair items. This will help to ensure a repair is needed before a garment is to be laundered.

5. Replacement:

- a. All garments considered unsightly due to mending, stains, rips, or excess wear shall be replaced with **new** garments of the appropriate size at no additional charge.
- b. At the beginning of each renewal, the Contractor(s) will be responsible for replacing all garments as part of the renewal option. All garments must be replaced for each employee participating in the uniform program no matter when the employee received their uniform(s). Additionally, each employee must be measured and sized again according to the specifications listed below in the "sizing" section of this bid.
- c. New garments, on an as needed basis, shall replace worn or damaged garments during the contract period.
- d. An employee may request uniform replacement during the contract renewal period. If denied, the Contractor(s) must provide justification as to why the request was denied. In the event of a dispute, final determination as to uniform replacement shall rest with MoDOT. The decision of MoDOT shall be final and without recourse.

6. Sizes:

- a. Measuring for the new uniforms for changeover shall be done by the Contractor(s) at the delivery locations specified in Appendix A. The Contractor(s) shall visit each location during changeover for the purpose of individually measuring all personnel for whom garments will be ordered. **The Contractor(s) must complete measurements for the initial garments and shall be in a position to deliver the garments to all participating employees no later than January 1, 2010.** The Contractor(s) shall schedule all measurements with each individual delivery location at a mutually agreed upon date and time.
- b. "Measuring" shall include physical measurements taken by an experienced professional and "trying on" of a sample garment of the exact type and size that the employee will be ordering.
- c. It is the responsibility of the Contractor(s) to provide a sufficient number of sample uniforms for this purpose whenever measurements are taken. No verbal measurements will be acceptable. Proper fit of uniforms shall be guaranteed.

- d. Replacement uniforms for existing employees who have been measured previously may be sized from existing records with verification that the employee has not changed sizes. Any change in size shall be verified by physical measurement.
- e. This bid includes all sizes. This means, you must include the cost of short and long lengths, short and tall shirts, short and long inseams and sizes. Additionally, all sizes must be included and available from this contract.

7. Identification Emblems -- Logo Emblem & Name Patch:

- a. The Missouri Department of Transportation (MoDOT) logo emblem patch shall be 4 1/2" by 2 1/2" rectangle with 1/4" rounded corners. The patch shall be attached over the left pocket with the 4 1/2" side horizontal to the pocket. The background material shall be white with a 1/8" dark blue embroidered border. The patch will contain the MoDOT logo as shown in Appendix B, embroidered in dark blue. The dark blue embroidered color shall match the uniform trouser color.
- b. The name patch shall be 3 1/4" by 1 1/2" rectangle with 1/4" rounded corners. The patch shall be attached over the right pocket with the 3 1/4" side horizontal to the pocket. The patch shall have 1/8" dark blue embroidered border, white background material and the employees name embroidered in dark blue. The dark blue embroidered color shall match the uniform trouser color.
- c. The patches shall have a plastic coated backing, and the backing material shall consist of polyester cotton twill. The embroidery thread shall be rayon.
 - 1. The successful Bidder shall provide samples of the patches to the Commission for approval.
 - 2. The Commission shall pay for a logo and nametag patch for each shirt. The Contractor(s) shall submit a semi-monthly itemized bill stating the employee's names, building location and the number and type of patches attached to the rental garments to the district office designated in the contract award.
- d. The bid price for the logo or nametag shall include the price of the patch and the price of the initial attachment to the shirt. There shall be no additional compensation to the Contractor(s) for maintaining or replacing the patches.

8. Customer Service:

- a. The Contractor(s) shall set in place some type of customer service survey tool. Comment cards shall be made available to all employees for use to communicate with the Contractor(s). Quarterly reports summarizing surveys and comment card communications shall be delivered to the MoDOT contract administrator or designee.
- b. Mandatory Semi-Annual Meetings with MoDOT representative(s) and the Contractor(s) will be scheduled during the course of the contract and all potential renewals.

9. Payment of Garment Rental:

- a. MoDOT processes payments for this service semi-monthly on the 15th and last day of each month. The bid price shall remain in effect for the entire duration of the agreement period. MoDOT contributes up to a maximum amount of \$15.00 per month per employee. This contribution must be tracked as a taxable benefit; therefore payment of this program is administered through employee payroll deductions. Jackets, cotton denim jeans and HI-VISIBILITY APPAREL are not covered under the rental program and costs associated with these garments are the complete responsibility of the employee. Payment for these items will be made through the employee payroll deduction program at 100% of the cost.
- b. Payments for services provided under this contract **ARE NOT** processed based upon Contractor(s) Invoices. Payments are issued based upon receipt of services according to this Request for Bid (RFB) and resulting contract as well as the processed Employee Uniform Rental Agreement and Payroll Deduction/Cancellation Authorization form.
- c. Employees may begin uniform garment rental on the first working day of any pay period so long as an Employee Uniform Rental Agreement and Payroll Deduction/Cancellation Authorization form has been presented to the District Business and Benefits office fifteen (15) days prior to the start date. The Contractor(s) shall receive its first semi-monthly payment approximately fifteen (15) days after rental services begin. (Ex. If employee uniform rental garment start date is July 1, 2010, the completed Employee Uniform Rental Agreement and Payroll Deduction/Cancellation Authorization Form must be received at the District Business and Benefits office by June 15, 2010. Contractor(s) should receive first semi-monthly payment on July 15, 2010; likewise if employee rental garment start date is July 16, 2010, the completed Employee Uniform Rental Agreement and Payroll Deduction/Cancellation Authorization Form must be received at the District Business and Benefits office by June 30, 2010. Contractor(s) should receive first semi-monthly payment on July 31, 2010.)

- d. On the 15th and last day of each month, MoDOT will issue two checks per established vendor code. Vendor codes are established based upon the number of payment locations established by the Contractor(s). One check will include all payments associated with the vendor code and will include payment for those participating employees whose rental payments were withheld through payroll deduction as well as a list itemizing each employee's withholding. The second check will include the Commission's share of the uniforms as well as a list itemizing the amount contributed for each employee. The itemized listings described above will be sorted by pay location.
- e. If for any reason the Commission cannot withhold the semi-monthly deduction from an employee's payroll, it shall be the employee's responsibility to make direct payment to the Contractor(s).
- f. If for any reason the employee cancels or suspends the garment rental service and the employee's uniform rental is deducted and paid to the Contractor(s), it is the Contractor(s)'s responsibility to reimburse the employee for any overpayment. The Contractor(s) must provide each MoDOT district/division uniform coordinator with a contact person's name and telephone number to answer questions related to pending reimbursements.
- g. The employee may suspend service without cancellation of the service for worker's compensation or extensive sick leave when said leave is one (1) month or more.
- h. It is the employee's responsibility to notify both the MoDOT District contact and the Contractor(s) anytime he/she wishes the garment rental service canceled or suspended.
- i. On occasion an employee's check may be canceled after rental payment has been made to the Contractor(s). At the time this occurs the employee's portion of the rental payment is considered to be state funds and may not be credited to the employee's account. The MoDOT designee shall notify the Contractor(s) and the Contractor(s) must hold that portion of the rental payment until the next semi-monthly payment period. This amount will then be reduced in the next semi-monthly payment period as the Commission has actually overpaid the Contractor(s) with state funds. It is then the employee's responsibility to make direct payment to the Contractor(s) for the semi-monthly rental, which would have been covered by the canceled check.

Clarification and Special Comments:

- a. An employee may terminate their participation in this program after meeting the following conditions:
 - Completion of the initial six-month service period. This can either be upon execution of a new contract period or following the initial employee enrollment. Employees may make this decision within thirty days of the described anniversary date.
 - As listed in this bid document
 - Upon the Employee Uniform Rental Agreement contract period expiration which is six (6) months.
 - When the employee retires or is promoted/demoted to a position where a uniform is inappropriate.
 - When the employee transfers from one district to another or the central office unit.
 - When an employee terminates their employment with MoDOT.
- b. If an employee terminates the contract at or after the six (6) month period for any reason other than those stated above, he/she may not rejoin the uniform program until after termination of the current uniform agreement.
- c. If an employee leaves the service of MoDOT prior to returning his uniforms to the company, the Contractor(s) shall have the primary responsibility for the recovery of the garments or the cost of the garments from the contracting employee.
- d. Failure by the Contractor(s) to provide the services as outlined may lead to cancellation of this Agreement. The Contractor(s) may be declared non-responsible for failing to live up to the terms outlined above. This could lead to suspension from the Commission's vendor list for a three (3) year period, as outlined in Rules of Missouri Department of Transportation, MHTC, Procurement 7 C.S.R. 10-11.030.4, (B) 1-11.
- e. It ~~shall not~~ be construed that an employee cannot enroll in this program if they do not sign up for this program during the initial implementation of any contract resulting from this request. Employees shall be allowed to enroll in this program during the life of the contract unless they are restricted from enrollment due to a specific terms or conditions of this request and resulting contract.

III. BID SUBMISSION INFORMATION & COST EVALUATION

- A.** All Bids must be in a sealed package clearly marked “Uniform Rental, Cleaning & Maintenance Services ” and received at the below location **no later than November 3, 2009 at 1:00 p.m., CST.**

Missouri Department of Transportation
Procurement D10
2675 N. Main
Sikeston, MO 63801 (Physical Location)

Our mailing address is:

Missouri Department of Transportation
Procurement D10
P.O. Box 160
Sikeston, MO 63801

- B.** The following information must be submitted along with your bid:
- Bid document information (including exhibits and/or any attachments)
 - Uniform samples (see section II-B-2i in this bid document)
 - MoDOT logo patch sample
- C.** Cost Determination – The low bid will be determined per district taking into consideration the original contract period and each potential renewal period. For the original contract period, an average will be established among the bid unit prices submitted for each Bidder. This average will then be added with the percent increase or decrease for each potential renewal. After calculating all of this together, a low bid will be established per district and awarded per district for all responsive bids received.
- D.** **NOTE:** The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Offeror will need to provide a copy of his/her Missouri Secretary of State’s “Certificate of Good Standing” prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT).

IV. PRICING PAGE

a.

LOST OR SEVERELY DAMAGED GARMENTS

The new garment replacement cost to the Commission employee for all lost garments or garments damaged due to causes other than normal wear and tear shall be:

Shirts

- | | | | | | |
|----|----------------------------------|----|-------------|----|-------------------|
| 1. | Short Sleeve Shirt | \$ | _____ | \$ | _____ |
| | | | 100% Cotton | | Cotton/Poly Blend |
| 2. | Long Sleeve Shirt | \$ | _____ | \$ | _____ |
| | | | 100% Cotton | | Cotton/Poly Blend |
| 3. | Short Sleeve HI-VISIBILITY Shirt | \$ | _____ | \$ | _____ |
| 4. | Long Sleeve HI-VISIBILITY Shirt | \$ | _____ | \$ | _____ |

Pants

- | | | | | | |
|----|-------------|----|-------------|----|-------------------|
| 1. | Trouser | \$ | _____ | \$ | _____ |
| | | | 100% Cotton | | Cotton/Poly Blend |
| 2. | Coveralls | \$ | _____ | \$ | _____ |
| | | | 100% Cotton | | Cotton/Poly Blend |
| 3. | Denim Jeans | \$ | _____ | | |
| | | | 100% Cotton | | |

Jackets

- | | | | | | |
|----|-------------|----|-------------|----|-------------------|
| 1. | One Jacket | \$ | _____ | \$ | _____ |
| | | | 100% Cotton | | Cotton/Poly Blend |
| 2. | Two Jackets | \$ | _____ | \$ | _____ |
| | | | 100% Cotton | | Cotton/Poly Blend |

b.

EXPENSES

The employees shall have the option to choose a seasonal change. The bid price for the garments is the final price charged for rental, maintenance and cleaning of the garments listed. Any alteration, taxation, set-up charge identification marking and/or other costs to maintain the garment must be included in the bid price.

The Contractor shall provide the following garments per employee, as agreed to by the employee; with the price per employee per **SEMI-MONTHLY PAYROLL PERIOD** being:

Item Description	Pricing
22 shirts & 11 trousers, coveralls or combination (cotton/poly)	\$ _____
22 shirts & 11 trousers, coveralls or combination (cotton)	\$ _____
11 shirts & 11 trousers, coveralls or combination (cotton/poly)	\$ _____
11 shirts & 11 trousers, coveralls or combination (cotton)	\$ _____
11 shirts (cotton/poly)	\$ _____
11 shirts (cotton)	\$ _____
22 shirts (cotton/poly)	\$ _____
22 shirts (cotton)	\$ _____
11 HI-VISIABLTY Short Sleeve	\$ _____
11 HI-VISIABLTY Long Sleeve	\$ _____
22 HI-VISIABLTY Short Sleeve / Long Sleeve	\$ _____
11 cotton denim jeans	\$ _____
1 jacket	\$ _____
2 jackets	\$ _____

IDENTIFICATION EMBLEMS

The Contractor shall provide the following items per the specifications and payment will be made by the Commission.

<i>Description</i>	<i>Price</i>
1. MoDOT Logo per Shirt	\$ _____
2. Name Tag per Shirt	\$ _____

D. RENEWAL INFORMATION

In the event that MHTC exercises its options to renew the contract for one (1) additional three-year period pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

First Renewal Period	<u> </u> % of maximum increase or
	<u> </u> % of maximum decrease

(Signature/Title)

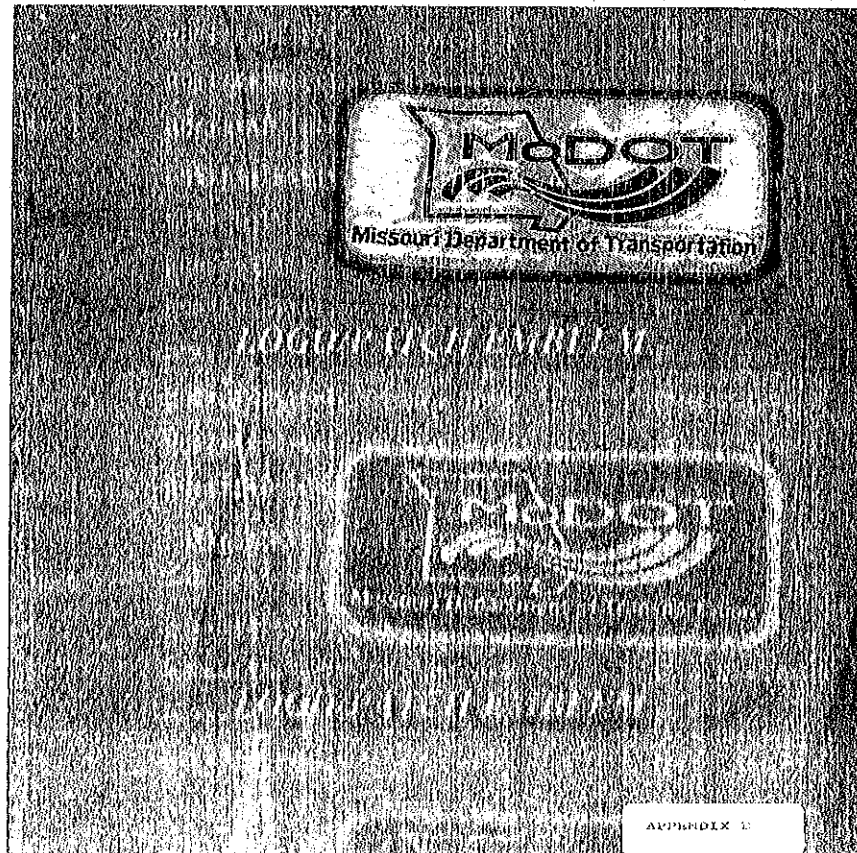
(Date)

MoDOT UNIFORM *DEVLIVERY LOCATIONS* *APPENDIX A*

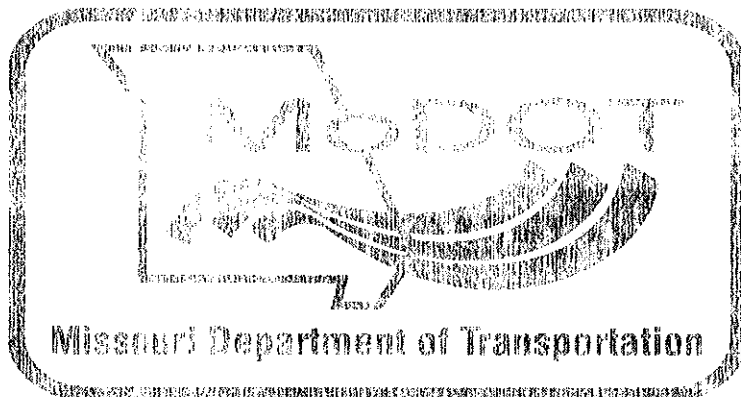
DISTRICT 10

City	County	Location Description	Address	Emp Count
ADVANCE	STODDARD	R001 MAINTENANCE COMPLEX	28275 STATE HWY 25	
ARBYRD	DUNKLIN	R002 MAINTENANCE COMPLEX	7786 CO RD 610	
MALDEN	DUNKLIN	R018 MAINTENANCE COMPLEX	N. DOUGLAS HWY 25	
STE. GENEVIEVE	STE. GENEVIEVE	R034 MAINTENANCE COMPLEX	17651 HWY 32	
PARK HILLS	ST. FRANCOIS	R037 MAINTENANCE COMPLEX	2240 CONWAY ROAD	
BRAZEAU	PERRY	R036 MAINTENANCE COMPLEX	13295 HWY C	
MARBLE HILL	BOLLINGER	R016 MAINTENANCE COMPLEX	HWY 51, .8 MILE S 34 JCT	
MARQUAND	MADISON	R017 MAINTENANCE COMPLEX	6825 ST HWY A	
PARK HILLS	ST. FRANCOIS	R0CW PROJECT OFFICE	105 INDUSTRIAL DR	
PATTON	BOLLINGER	R020 MAINTENANCE COMPLEX	HWY 72, .2 MILE E 51 JCT	
PERRYVILLE	PERRY	R038 MAINTENANCE COMPLEX	754 LAKE DR	
PIEDMONT	WAYNE	R021 MAINTENANCE COMPLEX	HWY 49 .2 MILE N JCT. 34	
PORTAGEVILLE	NEW MADRID	R023 MAINTENANCE COMPLEX	407 E HWY 162	
PUXICO	STODDARD	R024 MAINTENANCE COMPLEX	420 S HWY 51	
QULIN	BUTLER	R025 MAINTENANCE COMPLEX	HWY 53, .3 MILE N RT N	
KENNETT	DUNKLIN	R014 MAINTENANCE COMPLEX	RT. O, 1600 SOUTHWEST DR	
KEWANEE	NEW MADRID	R015 MAINTENANCE COMPLEX	18 STATE HWY W	
HAYTI	PEMISCOT	R012 MAINTENANCE COMPLEX	492 N STATE OUTER RD	
CAPE GIRARDEAU	SCOTT	R005 MAINTENANCE COMPLEX	3359 E OUTER ROAD N	
SIKESTON	SCOTT	R027 MAINTENANCE COMPLEX	111 EDWARD ST	
SIKESTON	SCOTT	R0CG RENTAL PROPERTY	104 SMITH ST	
SIKESTON	SCOTT	R0RF RENTAL PROPERTY	718 LAKE ST	
SIKESTON	SCOTT	R0X6 RENTAL PROPERTY	335 N MAIN	
SIKESTON	SCOTT	R0X3 RENTAL PROPERTY	713 TANNER ST	
SIKESTON	SCOTT	R0CA RENTAL PROPERTY	718 LAKE ST	
SILVA	WAYNE	R028 MAINTENANCE COMPLEX	HWY 67 .6 MILE S RT 34 E	
STE GENEVIEVE	STE. GENEVIEVE	R039 MAINTENANCE COMPLEX	17651 HWY 32	
STEELE	PEMISCOT	R029 MAINTENANCE COMPLEX	158 SE OUTER RD	
WILLIAMSVILLE	WAYNE	R031 MAINTENANCE COMPLEX	RT. A .5 MILE N RT 149	
EAST PRAIRIE	MISSISSIPPI	R010 MAINTENANCE COMPLEX	4450 S. HWY 105	
FREDERICKTOWN	MADISON	R011 MAINTENANCE COMPLEX	1001 CO RD 200	
CHARLESTON	MISSISSIPPI	R006 MAINTENANCE COMPLEX	6712 N CO RD 325	
Delta	CAPE GIRARDEAU	R007 MAINTENANCE COMPLEX	16894 State Hwy25	
DEXTER	STODDARD	R008 MAINTENANCE COMPLEX	1111 HICKORY LOG DR	
SIKESTON	SCOTT	DISTRICT 10 OFFICE COMPLEX	2675 N MAIN	
POPLAR BLUFF	BUTLER	R0CH POPLR BLUFF PROJ OFFICE	2910 BARRON RD	
KENNETT	DUNKLIN	R0CE KENNETT PROJECT OFFICE	1121 HOMECREST ST	
JACKSON	CAPE GIRARDEAU	R013 MAINTENANCE COMPLEX	200 HWY Y	
TOTAL ESTIMATED # OF EMPLOYEES			240	TOTAL

LOGO/PATCH EMBLEM



Color Emblem



PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- ☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- ☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here: _____
- ☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- ☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- ☐ The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

a) GENERAL TERMS AND CONDITIONS

2. General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

3. Deliveries

- a. ***Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.***
- b. ***If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.***
- c. ***Any demurrage is to be paid by the Contractor direct to the railroad or carrier.***

4. Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

5. Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

6. Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

7. Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeree upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

8. Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

1) *Prior to the issuance of a purchase order and/or notice to proceed, all out-of-state Contractors providing services within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.*

- b. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

III. Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."

- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

1. Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "PREFERENCE IN PURCHASING PRODUCTS" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT" should be completed and returned with the solicitation documents. Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled "MISSOURI SERVICE-DISABLED VETERAN PREFERENCE" should be completed and returned with the solicitation documents
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

2. Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. ***The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.***
- c. ***In the event a Contractor becomes involved in or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.***

3. Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

4. Bankruptcy or Insolvency

- b. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

5. Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

6. Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

7. Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

(i) Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.
- b.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. **General Liability:** Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. **Automobile Liability:** Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. **Missouri State Workmen's Compensation policy or equivalent in accordance with state law.**

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

(2) Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "Notice to Proceed" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Delivery – Additional Requirements

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
- 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
 - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
 - 3) No material will be accepted that has been dumped in the absence of the department's aggregate materials checker.
- b. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- c. The following days shall be construed as official **holidays** under the terms of the contract:
- | | |
|-----------------------------|-------------------------------------|
| January 1 | New Year's Day |
| Third Monday in January | Martin Luther King, Jr. 's Birthday |
| February 12 | Lincoln's Birthday |
| Third Monday in February | Washington's Birthday |
| May 8 | Truman's Birthday |
| Last Monday in May | Memorial Day |
| July 4 | Independence Day |
| First Monday in September | Labor Day |
| Second Monday in October | Columbus Day |
| November 11 | Veteran's Day |
| Fourth Thursday in November | Thanksgiving Day |
| December 25 | Christmas Day |
- d. When any of the above **holidays** falls on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays** falls on a **Saturday**, the holiday will be observed on the immediately preceding **Friday**.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprol/programs/qc_1185221678150.shtm.